



PATENT  
Customer No. 22,852  
Attorney Docket No. 09481.0026-02

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: )  
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John H. KENTEN et al. ) Group Art Unit: 1634  
 )  
Application No.: 09/480,344 ) Examiner: Carla J. Myers  
 )  
Filed: January 10, 2000 )  
 ) Confirmation No.: 4434  
For: CYCLING DNA/RNA )  
 )  
 ) AMPLIFICATION )  
 )  
 ) ELECTROCHEMILUMINESCENT )  
 )  
 ) PROBE ASSAY )

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**TERMINAL DISCLAIMER**

Assignee, BioVeris Corporation, duly organized under the laws of Delaware and having its principal place of business at 16020 Industrial Drive, Gaithersburg, Maryland 20877, represents that it is the assignee of the entire right, title and interest in and to the above-identified application, Application No. 09/480,344, filed January 10, 2000 for CYCLING DNA/RNA AMPLIFICATION ELECTROCHEMILUMINESCENT PROBE ASSAY in the names of John H. KENTEN and Roger SMITH, as indicated by assignment(s) duly recorded in the United States Patent and Trademark Office at Reel 009396, Frame 0070 on August 14, 1998, and by the attached assignment documents filed April 27, 2004. Assignee, BioVeris Corporation, further represents that it is the assignee of the entire right, title and interest in and to U.S. Patent No. 6,048,687, as

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indicated by assignment(s) duly recorded in the United States Patent and Trademark Office at Reel 009396, Frame 0070 on August 14, 1998, and by the attached assignment documents filed April 27, 2004.

To obviate a double patenting rejection, Assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior patent No. 6,048,687, Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of \$110.00 is being filed with this disclaimer.


If a check for the required fee is not filed concurrently herewith or if there are any additional fees due in connection with the filing of this Terminal Disclaimer, please charge the fees to our Deposit Account No. 06-0916. If a fee is required for an extension of time under 37 C.F.R. § 1.136 not accounted for above, such an extension is requested and the fee should also be charged to Deposit Account No. 06-0916

The undersigned is an attorney of record.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,  
GARRETT & DUNNER, L.L.P.

Dated: October 12, 2004

By:   
William L. Strauss  
Reg. No. 47,114